

# *Contractual Agreement*

*between  
the Lyndhurst Board of Education  
and  
the Lyndhurst Education Association*

*LEA-- leading into the 21<sup>st</sup> Century*

*July 1, 2012 to June 30, 2015*

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## ARTICLE I

### Recognition

- A. The Board hereby recognizes the Lyndhurst Education Association (herein referred to as the "Association") as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel in the following categories:
1. **Definition of "Custodian."** Custodians, maintenance personnel, crafts people, custodian/mechanical/ bus drivers and custodian/bus drivers. (The term "custodian" when used herein shall refer to all persons in the unit defined in Article 1, Section A, #1 with Salary Guide attached hereto as Schedule "A").
  2. **Definition of "Secretary."** Non-supervisory secretarial, clerical personnel, attendance officer and school security monitor. (The term "secretary" when used herein shall refer to all persons in the bargaining unit certification dated June 30, 1986 as defined in Article 1, Section A, #2 with Salary Guide attached hereto as Schedule "B").
  3. **Definition of "Teacher."** Classroom teachers, remedial education teachers and those who travel from school to school, librarians, school nurses, guidance counselors, social workers, industrial arts and homemaking teachers. (The term "teacher" when used herein shall refer to all persons in the unit defined in Article 1, Section A, #3 with Salary Guide attached hereto as Schedule "C").
- B. All other persons, positions and units not specifically defined above are excluded. Unless otherwise indicated, the term "employee" when used herein shall refer to all persons in the unit above defined.
- C. All employees listed in Article 1, Section A, #1 and #2 hired to perform the duties generally ascribed to be those of the members of the bargaining unit shall be considered probationary employees for a period of seventy-nine (79) consecutive days. In the event a probationary employee shall be continuously employed for a period in excess of seventy-five (75) consecutive days said employee shall then be entitled to full contractual rights and be subject to the provisions of the collective bargaining Agreement. The seventy-five (75) day probationary period may be extended by mutual agreement of the Association and the Board provided such agreement is in writing. This paragraph does not affect the new hire health tiered benefits set forth infra.

## **ARTICLE II**

### **Negotiation of Successor Agreement**

- A. Consistent with laws of the State of New Jersey, the Board and Association shall not affect any change in policy concerning terms and conditions of employment, except those so negotiated and included as part of this Agreement and contained herein.
- B. The parties agree to enter into negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment, but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. The Association agrees to present to the Board its proposals for the Successor Agreement. Any Agreement so negotiated shall be reduced to writing and signed by all the parties.
- C. Negotiations are to commence, if possible, with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make available to the other, upon request, information within its possession which is not privileged under the law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and, may call upon professional and lay representatives to assist in the negotiations.
- D. Neither party in any negotiation shall have any control over the selection of the negotiation representative of the other party.
- E. The Board agrees not to negotiate concerning said employees in the bargaining unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. Privatization. The Lyndhurst Board of Education agrees to give notice of potential privatization of custodial services, which would be limited to lesser of one hundred fifty days (150) from solicitation of formal bids or the amount required by State mandates. This does not apply to Request for Proposals or similar investigation solicitations or Reduction in Work Force (RIF). Custodians shall be paid any unused vacation time and/or personal days (not converted to accumulated sick leave) if privatization occurs. Custodians with ten (10) years of service or more shall be entitled for payment of unused sick leave pursuant to Article XIII, C.

## **ARTICLE III**

### **Grievance Procedure**

#### **A. Definition**

1. "Grievance" shall mean a claim by any unit member or the Association based upon any alleged violation, misinterpretation or misapplication of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment.
2. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following instances:
  - a. The failure or refusal of the Board to renew a contract of a non-tenured employee, other than a custodial employee who has worked in the district more than four (4) consecutive years.
  - b. In matters where a method of review is prescribed by law, or by any rule, regulation, or by-law of the State Commissioner of Education, or the State Board of Education;
  - c. In matters where the Board is without authority to act;
  - d. In matters involving the sole and unlimited discretion of the Board.
3. "Party in Interest" shall mean the unit member or members making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Aggrieved Party" shall mean the unit member or members or the Association making the claim.
5. "Representative" shall mean any person or persons designated in writing by the unit member, the Association or the Board.
6. "Grievance File" shall mean records which are kept separate from any individual's personnel file, including but not limited to any grievance the unit member may have submitted.
7. "Grievance Form" shall mean the form for filing grievances.

#### **B. Procedures for Resolving Disagreements**

1. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Any unit member who has a problem or disagreement shall discuss it first with their immediate supervisor/principal in an attempt to resolve the matter at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the unit member, the grieving party shall set forth their grievance, in writing, to their immediate supervisor/principal on the applicable Grievance Form. Copies of the completed form shall be given to the Superintendent of Schools, in the case of teachers and secretaries and to the Business Administrator in the case of custodians. The immediate supervisor/principal shall communicate their decision on the grievance to the unit member within five (5) school days.
4. If the grievance is not settled after reaching their immediate supervisor/principal, the matter may be referred, in writing, by the unit member to the Association for consideration.
5. If the Association determines the grievance has merit it shall request, in writing, that the grievance be presented to the Superintendent of Schools in the case of teachers and secretaries and to the Business Administrator in the case of custodians. The Superintendent of Schools in the case of teachers and secretaries and the Business Administrator in the case of custodians shall investigate the grievance and make their decision known, in writing, within fifteen (15) school days, to the unit member, the immediate supervisor/principal and the Association.
6. If the Association determines that the grievance does not have merit, the matter shall be dropped unless the unit member wishes to appeal it personally to the Superintendent of Schools in the case of teachers and secretaries and to the Business Administrator in the case of custodians. This must be in writing. The Superintendent of Schools in the case of teachers and secretaries and the Business Administrator in the case of custodians shall investigate the grievance and make their decision known, in writing, within fifteen (15) school days to the unit member, the immediate supervisor/principal, and the Association.
7. The Board of Education will receive appeals in writing, from the unit member, their representative, or from the Association. Appeals shall be directed through the Board Secretary after a unit member or their representatives have exhausted previously described methods of seeking redress of the grievance. The Board will investigate and make its decision known in writing, through the Board Secretary, within fifteen (15) school days. All parties to the action shall receive copies of the decision.
8. If the grievance is not resolved to the satisfaction of the aggrieved party at the Board level, the aggrieved party may within five (5) school days refer

said grievance to the Association and request that the Association process said grievance to binding arbitration.

9. The Association may request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974. A request for binding arbitration shall be made no later than fifteen (15) school days following the determination of the Board.
10. Failure to file within said time period shall constitute a bar to such arbitration, unless the Association and the Board mutually agree upon a longer period within which to assert such a demand.
11. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

**C. Filing Of Grievances**

Grievant(s) or the Association shall hand deliver an original and one copy of grievance form for submission to the appropriate person as set forth in Article III, Section B of this collective bargaining Agreement. The original and the copy of the grievance form shall be immediately marked or stamped "received" with the date by the recipient and the copy shall be returned to the person delivering same.

**D. Limitation of Actions**

1. The above described "Procedure For Resolving Disagreements" shall be commenced within fifteen (15) school days of the alleged violation, misinterpretation or misapplication giving rise to a grievance.
2. Failure to timely commence this procedure shall be deemed a waiver of the grievance rights herein.

**E. Suspension of Time Periods**

The time periods set forth in Article 111, Section B, shall be suspended during the period from July 1<sup>st</sup> to September 1<sup>st</sup> for ten (10) month employees.

## **ARTICLE IV**

### **Employee Rights & Responsibilities**

- A. The Board and the Association undertake and agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the exercise of any rights conferred by law, and that they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in or participation or non-participation in the activities of the Association and its affiliates, participation or non-participation in collective negotiations. with the Board, or other proceeding affecting terms and conditions of their employment.
- B. It is agreed that in connection with collective negotiations, grievances, or the institution of complaints of other proceedings, Board members, administrators, and employees will act in conformance with the ethical standards of their professions and positions.
- C. **Student Grading**
  - 1. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Lyndhurst School District based upon their professional judgment of available criteria pertinent to any given subject area or activity for which they are responsible.
  - 2. A principal may change a grade or evaluation for good cause in his or her sole discretion, but the principal must initial the change so recorded.
- D. **Identification with Association** No employee shall be prevented from wearing reasonable pins or other customary identification of membership in the Association or its affiliates.
- E. **Notification of Schedule** Principals will notify each teacher in writing no later than the last day of each school year of his tentative schedule for the following school year. This tentative schedule can be changed by the principal if the necessity arises, but the teacher is to be notified of the change in writing as soon as possible.
- F. **Disciplinary Action**
  - 1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage of employment without just cause. Any such action asserted by the Board, or any agent or representative thereof, not be made public and shall be subject to the grievance procedure herein set forth.



2. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.
3. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not apply to the instances set forth in Article III, Section A, #2.

4. **Disciplinary Meeting**

- a. **Notice & Representation.** Whenever any employee is required to appear before any administrator, supervisor, or the Board of Education for the purpose of discipline, including but not limited to discharge, or the withholding of an increment, they shall be given notice of the reason(s) for such meeting and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting
- b. Such meetings shall be held not later than two (2) working days after notice is given.

G. **Student Supervision by Custodians & Secretaries** At no time shall an employee (Article I, Section A, #1 and #2) be requested or required to, in any way, supervise, or be responsible for pupils at any work location, except in the event of an emergency.

H. **Faculty Dress Code** shall be Business Casual, with the understanding that the faculty would be permitted to wear:

Dress shirts, golf shirts, turtlenecks, sweaters, Capri pants, shoes (that provide a firm walking surface and are securely attached to the foot), and any other attire that is deemed to be current style in the Business Casual mode. [No jeans, sweats, sneakers, or shorts (the exception being "dress walking shorts")]. The Board may require a school wide faculty and staff dress code at some point during this Contract, but such faculty and staff dress code is not in effect as of this date.

The current dress code does not apply to those teaching High School Physical Education. Physical Education staff teaching **only** Health Education classes must abide by the current dress code.

1. The Board of Education agrees to help form a Health and Safety Committee consisting of LEA appointees and LBOE appointees to which will meet four (4) times per year. (This is for informational purposes only)

## **ARTICLE V**

### **Association Rights & Responsibilities**

- A. The Board agrees to furnish to the Association, in response to reasonable request, available non-confidential public information concerning the staff and district.
- B. The Association agrees that, upon request, it will form committees to assist the Board and the administrative staff in developing, formulating, revising and evaluating programs, proposals, structures and methods under consideration of being implemented within the school system as provided under Article IX.
- C. The Association shall have the right to use school buildings at reasonable non-school hours for, meetings, provided that the approval of the Business Administrator has been secured in advance of the time of all such meetings. Such requests and approval shall be in writing directed to the Business Administrator.
- D. The Association shall have the right to request use of school facilities and equipment including typewriters, mimeographing, computers, e-mail system and other duplicating equipment at reasonable times when such equipment is not otherwise in use and when such use will not interfere with or interrupt school operations. Such requests shall be in writing. The Association will be responsible to provide its own supplies or pay the reasonable costs of all materials, supplies and damages incident to such use.
- E. The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement to the best of its ability.
- F. When at the direction of the Board any employee participates during working hours in negotiations, grievance proceedings, or conferences, they shall suffer no loss in pay.
- G. The Association shall have the right to distribute materials to its members through the use of employee mailboxes and inter-school mail provided it does not interfere with the normal operation of the schools and such material is not defamatory in nature.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement.
  - 1. The B.O.E. agrees to grant space for an L.E.A. Office in the High School with phone line (L.E.A. to pay for all usage, calls and repairs/maintenance).

## **ARTICLE VII**

### **Employment Opportunities, Promotions & Transfers**

#### **A. Posting for Employment Opportunities, Promotions & Transfers**

1. The Superintendent or Business Administrator shall notify all employees of any vacancy in a position for which they can apply throughout the calendar year.
2. When school is in session, a notice for all positions, including summer employment and home instruction opportunities, shall be posted in each school at least ten (10) days before the final applications for the position must be submitted.

#### **B. Request for Transfer**

1. Employees who desire a transfer may file a written statement of such desire with the Superintendent or Business Administrator. This written statement shall in no way impair the Superintendent or Business Administrator's ultimate authority to make building assignments.
2. Such requests for transfer for the following year shall be submitted in writing not later than March 1<sup>st</sup>. This date is waived if a vacancy occurs after March 1<sup>st</sup>.

- C. Appointments.** Appointments remain in effect until written notice is given of appointment or dismissal.

## **ARTICLE VII**

### **Complaint Procedure**

- A.** Any complaints regarding an employee made to any member of the administration by any parent, student or other person which does or may influence the evaluation of an employee shall be processed according to the procedure outlined below:

1. Any complaints received by the central Board office shall be back to the appropriate building principal.
2. The principal or immediate supervisor shall meet with the employee in question to apprise the employee of the full nature of the complaint and an attempt shall be made to resolve the matter informally.
3. If necessary, the Superintendent may investigate the matter independently and take appropriate action.

## **ARTICLE VIII**

### **Custodian Work Schedule, Uniform Allowance & Tenure**

- A. **Additional Time Off** if any unused snow days are used to extend any weekend or vacation period, custodial, and maintenance personnel shall be given one (1) day off. The Superintendent of Schools will determine the day in the event more than one (1) day off is scheduled.
- B. **Daily Work Hours**
1. **Work Schedule Posting.** Work schedules showing the custodian's shifts, work days, and hours shall be posted in each school.
  2. **Work Shift.** Eight (8) total hours exclusive of a sixty (60) minute lunch period, shall constitute a work shift. All custodians shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to a custodian's working hours shall be by mutual agreement whenever possible.
  3. Custodians shall work from 7:00 AM until 3:00 PM with one (1) hour off as a duty-free lunch. When school is not in session, except the day before school opens for students and all full day teacher workshop days, they will work full days.
  4. The part-time custodians pay rate will be as follows:  

2012-2015	\$14.00 per hour
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  5. Part-time Custodians shall be entitled to one sick day per month, not retroactive.
- C. **Call Time Pay, Shortened Day & Overtime Pay**
1. **Call Time Pay.** Any custodian called to return to work outside of his regularly scheduled shift shall be paid a minimum of three (3) hours at overtime rates.
  2. **Shortened Day.** An employee who reports for work on a regularly scheduled workday shall be guaranteed a full day's pay in the event the workday is shortened by the employer.
  3. **Overtime Pay**
    - a. Overtime shall be paid at the rate of one and one-half (1 1/2%) times the custodian's regular hourly rate of pay for all time worked in excess of eight (8) hours in any work day or forty (40) hours in any work week.

- b. Overtime shall be paid at the rate of one and one-half (1 ½ %) times the custodian's regular hourly rate of pay for all time worked on Saturdays, Sundays, and holidays.
- c. Accompanying each paycheck, there shall be an exact account of the individual's hours and overtime, if applicable.
- d. Awarding Of Overtime
  - (1) Overtime shall be awarded on a rotating district wide seniority basis, based upon the skill and qualifications required for overtime worked.
  - (2) Custodians refusing overtime work will be moved to the bottom of the seniority list for purposes of overtime.
  - (3) If no custodian agrees to perform overtime work, the Board retains the absolute right to assign that work, starting at the bottom of the seniority list, but subject to the skills and qualifications required to perform the overtime work.
  - (4) All over time generated in any school shall first be offered to the custodians of that school. If the custodian of that school does not want the overtime, it will then be given to the next senior person (custodian) and continue down the district wide seniority list. This shall be done on a rotating basis.

4. **Work Week.** For the purpose of determining the forty (40) hour work week, the following shall count as regular workdays:

- a. Approved holidays
- b. Paid sick days
- c. Paid personal days
- d. Paid vacation days
- e. Other approved paid leaves

D. **Eyewear Damage.** Custodians, whose eyeglasses are destroyed or damaged due to a job accident, will be compensated upon proof of accident (notification and circumstances of accident) and cost to cure.

E. **Holiday Schedule**

- 1. All approved holidays are scheduled on the premise that the buildings will be closed. If school is in session on any of the approved holidays, custodians shall be given another day off in lieu of said holiday(s).

2. Schedule of sixteen (16) paid holidays to conform to school year calendar, subject to Board of Education's annual approval:

- |  |   |
|--|---|
| a. Half (½) day preceding New Year's Eve | i. Columbus Day                         |
| b. Friday of Winter Recess               | j. General Election only                |
| c. Washington's Birthday                 | k. Thanksgiving Day                     |
| d. Good Friday                           | l. Friday after Thanksgiving            |
| e. Memorial Day                          | m. Half (½) day preceding Christmas Eve |
| f. Friday of Spring Recess               | n. Christmas Day                        |
| g. Independence Day                      | o. New Years Day                        |
| h. Labor Day                             | p. One (1) "floating" holiday           |

3. **Municipal Elections.** Once every four (4) years, on the day of the Municipal Election, all custodians shall be given the day off in addition to their regularly scheduled holidays. Notwithstanding the foregoing, the Board shall have the right to order custodians to work on the day of the Municipal Election to the extent required.

- F. **Release Time For Association Meetings.** One (1) secretarial and one (1) custodial representative shall be granted release time of no more than thirty (30) minutes to attend Association meetings on no more than one (1) occasion per month. *In no case shall a custodian leave a building unattended or a secretary leave a building with no other secretary or principal present.*

G. **Seniority & Reduction In Force**

1. When the Board of Education shall deem necessary a reduction in force, such reduction shall be implemented on the basis of current seniority within the following job classifications:
- |                |                                  |
|----------------|----------------------------------|
| a. Custodian   | c. Custodian/Mechanic/Bus driver |
| b. Maintenance | d. Custodian/Bus driver          |
2. All custodial/maintenance staff affected by a Reduction In Force (RIF) shall be entitled to collect their vacation days.

- H. **Student Supervision By Custodian.** At no time shall an employee (Article 1, Section A, #1 and #2) be requested or required to, in any way, supervise, or be responsible for pupils at any work location, except in the event of an emergency.

I. **Tenure.** All custodial and maintenance personnel shall earn tenure upon completion of four (4) years of employment with the Lyndhurst Board of Education.

J. **Uniform Allowance.** The Board shall provide the following:

1. Maintenance ..... four (4) uniforms per year  
one (1) summer and one (1) winter weight jumpsuit per year
2. Custodians ..... three (3) uniforms per year.  
Custodians' uniform shall be changed to a golf shirt with pocket to include the Lyndhurst logo.
3. Shoes ..... one (1) pair per year
4. Winter Jackets ..... one (1) jacket every other year
5. Winter Boots (Sorels) ..... one (1) pair every five (5) years
6. Custodian & Maintenance ..... five (5) cotton tee shirts each starting on July 1<sup>st</sup>

K. **Vacation Schedule**

1. Vacation eligibility shall be determined as of July 1<sup>st</sup> of each year.
2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Board. Such approval shall not be arbitrarily withheld.
3. Custodians shall be eligible for vacations on the following basis so that in as follows:
  - a. Six (6) months to one (1) year .....one (1) week
  - b. After one (1) year.....two (2) weeks
  - c. After five (5) years .....three (3) weeks
  - d. After ten (10) years .....four (4) weeks
  - e. After fifteen (15) years .....five (5) weeks
- Six (6) months is calculated as 180 calendar days from date of hire.' One year is one calendar year from date of hire. After 180 days an employee may utilize up to five (5) vacation days. If the employee does not use any vacation time, he will have after one year from date of hire ten (10)

vacation days available. If any vacation days are used between 180 days and one year, the allotment will be reduced by one (1) day for each day used.

## **ARTICLE IX**

### **Secretary Work Year, Work Schedule & Seniority**

#### **A. Secretary Work Year**

1. Twelve (12) month secretaries shall work twelve (12) months per year.
2. Twelve (12) month secretaries shall work one-half (1/2) of all recess days during the school year but shall be paid for all recess days. The recess days to be worked by each twelve (12) month secretary shall be subject to the approval of the Superintendent.
3. Central office secretaries shall receive one and one-half (1 ½) times their rate of pay if required to work on snow days.

#### **B. Secretary Work Schedule**

1. Twelve (12)-month secretaries with the exception of the high school principal's secretary shall work six (6) hours thirty (30) minutes per day during the school year and six (6) hours per day during the summer recess.
2. The high school principal's secretary shall work seven (7) hours five (5) minutes per day during the school year and six (6) hours per day during the summer recess.

**C. Sick Day Procedure.** Any secretary, who will be calling in to use a sick day, will call the same calling clerk, as do the teachers.

**D. Coffee Breaks.** All secretaries are entitled to two (2) uninterrupted periods of fifteen (15) minutes, one (1) in AM and one (1) in PM.

**E. Overtime.** Overtime shall be paid at the rate of one and one-half times (1 ½) the secretary's regular hourly rate for actual time worked in excess of the regular workweek.

**F. Release Time For Association Meetings.** One (1) secretarial and one (1) custodial representative shall be granted release time of no more than thirty (30) minutes to attend Association meetings on no more than one (1) occasion per month. *In no case shall a custodian leave a building unattended or a secretary leave a building with no other secretary or principal present.*

#### **G. Seniority & Reduction In Force**



1. All secretarial staff shall be granted seniority upon gaining tenure in the district.
2. When the Board of Education deems it necessary to reduce the secretarial force, said Reduction In Force (RIF) shall be implemented on the basis of seniority according to job category.
3. All secretaries affected by a Reduction In Force (RIF) shall be entitled to collect their vacation days.

H. **Student Supervision By Secretary.** At no time shall an employee (Article I, Section A, #1 and #2) be requested or required to, in any way, supervise, or be responsible for pupils at any work location, except in the event of an emergency.

I. **Vacations**

1. **Schedule.** The Superintendent of Schools shall notify all 12-month secretaries no later than February 1<sup>st</sup> regarding days or weeks during the months of July and August that are unavailable for use as secretarial vacation days.
2. Twelve (12) month secretaries shall be eligible for vacations on the following basis:
 

Six (6) months to one (1) year ..... one (1) week\*\*

After one (1 ) year ..... two (2) weeks

After five (5) years ..... three (3) weeks

After ten (10) years: ..... four (4) weeks

After fifteen (15) years ..... five (5) weeks

\*\* Six (6) months is calculated as 180 calendar days from date of hire. One year is one calendar year from date of hire. After 180 days an employee may utilize up to five (5) vacation days. If the employee does not use any vacation time, he will have after one year from date of hire ten (10) vacation days available. If any vacation days are used between 180 days and one year, the allotment will be reduced by one (1) day for each day used.
3. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Superintendent.
4. **Single Session. Days Prior To Vacations.** The day before Thanksgiving and the last working day prior to Christmas recess will be a four (4) hour day.

## **ARTICLE X**

### **Teacher Work Year, Work Day, Compensation & Meetings**

#### **A. Teacher Work Year**

1. The teacher work year shall not exceed 183 days.
2. The teachers' work year for the term of the contract shall be September 1<sup>st</sup> through June 30<sup>th</sup>.

#### **B. Teacher Work Day**

##### **1. Elementary Day**

- a. The elementary school teachers' workweek shall be no longer than 29 hours and 35 minutes (29:35) per week exclusive of lunch.
- b. The lunch period for teachers at the elementary schools shall not be less than forty-five (45) minutes per day.
- c. All Kindergarten to 8<sup>th</sup> grade teachers shall be provided a minimum of five (5) duty free preparation periods per week.

##### **2. High School Day**

- a. The high school teachers' work week shall be no longer than 32 hours and 25 minutes (32:25) per week exclusive of lunch.
- b. The lunch period for teachers at the high school shall be not less than forty (40) minutes per day.
- c. Teachers in the high school shall receive two duty-free prep periods per day at 40 minutes per period.

- C. Lunch Time Duty.** The Board intends to engage a sufficient number of para-professionals to carry out the mandated lunch program. The Board will provide additional para-professionals to carry out the lunch program as required. The Board does not intend to use teaching personnel in this program.

#### **Procedures & Pay**

1. When a building administrator believes the circumstances require, they may seek a teacher volunteer for lunchtime duty. This excludes **school nurses** (they are to be on call for lunchtime emergencies). Should they

not be able to secure a volunteer, they may assign a teacher provided that no teacher is so assigned more than once in any calendar month.

2. In order that each teacher, so assigned, shall receive a thirty (30) minute duty free lunch period, it shall be necessary to assign two (2) teachers to the lunch time duty.
3. Lunch coverage shall be **\$28.00** per lunch period.

**D. Meetings**

**1. Professional Learning Communities Meetings (PLC's)**

- a. The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meetings except in an emergency.
- b. Teachers shall have the opportunity to suggest items for the agenda and collaborate on such.
- c. Minutes and sign in sheets of all PLC meetings will be sent to the Superintendent who in turn will provide same to one of the designated officers of the Association.
- d. PLC meetings shall be limited to seventy (70) minutes in duration and begin once the members have arrived.

**2. Curriculum/Articulation/Department Meetings**

- a. There shall be no more than eight (8) meetings during the course of the school year, for elementary schools.
- b. The meetings shall commence no later than ten (10) minutes after student dismissal and last no longer than one (1) hour. These meetings shall be limited to no more than one (1) per month.

**E. Single Session Days.**

1. **Superintendent Designated Single Session Days.** Schools shall be closed for not more than six (6) one o'clock sessions at the discretion of the Superintendent during the course of the school year. On the aforementioned early release days, teachers shall be dismissed at 4:00 P.M. with one hour (60) minutes for lunch.
2. **Single Session Days. & Back-to-School Night.** Schools shall close after four (4) hours on Back-to-School Night and teachers shall be dismissed along with their students.

3. **Single Session Days & Graduations.** Any high school or eighth grade teacher required to attend graduation shall work no more than four (4) hours on the day of graduation.
4. **Single Session Days - Prior To Vacations.** The day before Thanksgiving and the last working day prior to Christmas recess will be a four (4) hour day.

F. **Miscellaneous Pay Scales**

1. **Class Coverage.** When teachers are required to cover classes they shall be paid at the rate of **\$22.00** per period
2. **Evening Duties.**
  - a. All teachers shall be compensated at the rate of **\$27.00** per hour.
  - b. It is expressly understood that all staff members receiving stipends for assigned duties and activities are excluded from all remuneration provisions of this section.
  - c. Assignments
    - (1) **Elementary.** Elementary staff shall be paid for the following activities:
      - (a) Holiday programs
      - (b) ArtsFest programs
      - (c) Any evening activity exclusive of Back-to-School Night and graduation night
    - (2) **High School.** High School staff shall be paid for the following activities:
      - (a) Arts Fest Program
      - (b) Fashion Show
      - (c) Two (2) evenings of the High School Play
      - (d) Holiday Concert
      - (e) Spring Concert
      - (f) School Musical
  - d. The district will solicit volunteers for (1) and (2) above.

- e. In the event of insufficient numbers of volunteers, or said volunteers prove to be inappropriate for the task, then the building administrator will assign a staff member. If a staff member is assigned, they will not be reassigned until such time as the names on the assigned sheet have been exhausted.
  - f. Teachers who either volunteer or are assigned by the building administrator for graduation will work a reduced four (4) hour day and be dismissed with the students on the graduation day. Staff members will not be assigned again until all others in the building have been so assigned.
  - g. In any contract year no teacher shall be assigned to more than two (2) evening activities. After the rotational process has been exhausted the available staff members, or the staff members are not found to be appropriate for the assignment, the administrator in charge will be permitted to use staff members for more than two (2) evening activities. However, staff members may volunteer for as many evening activities as they desire.
3. **Home Instruction.** The rate for home instruction shall be **\$30.00** per hour or as agreed upon in writing by the Board due to special circumstances.
4. **Overnight Field Trips.** Those trips, which extend overnight, shall be compensated at the rate of **\$100.00** per night. All field trips must have the prior approval of the Superintendent. It is expressly understood that all staff members receiving stipends for assigned duties and activities are excluded from all remuneration provisions of this section.
5. **Mileage.**
- a. Employees required to use their own automobiles during the course of the school day for school business shall be reimbursed by Annual Appropriation Act or Office of Management Budget rate in place at the time of the event or according to state mandate which ever is greater. Employees must maintain automobile liability insurance on such vehicle in accordance with law.
  - b. Reimbursement shall be made two (2) times during the school year on December 15<sup>th</sup> and June 15<sup>th</sup>. Written requests for reimbursement shall be submitted on or before December 10<sup>th</sup> and June 10<sup>th</sup> to the School Business Administrator on forms approved and provided by the Board.
6. **Saturday School Detentions.** The rate for Saturday School Detention shall be **\$30.00** per hour.

7. **Summer Work.** Any teacher who volunteers for a summer employment position in which teaching license is required, shall be compensated at the rate of **\$26.00** per hour.

#### H. **School Calendar**

1. The Association will submit to the Superintendent prior to February 1<sup>st</sup> of each year its review and non-binding recommendation with respect to the school calendar for the ensuing school year.
2. The Board, in determining said school calendar, will consider the recommendations of the Association and will advise and consult with the Association concerning any deviations from such recommendations prior to the adopting of or any changes in the official school calendar.

#### I. **Parent/Teacher Conferences**

1. Elementary students will have one single session school day so as to accommodate one conference day per year.

## **ARTICLE XI**

### **Teacher Committees & Instructional Council**

#### A. **Committees**

Committees shall be organized in consultation and cooperation with a committee from the Association. The following committees will be composed of representatives of the administration, the classroom teachers, and teachers of special subjects.

##### 1. **Central Liaison Committee**

- a. A Central Liaison Committee shall be composed of the Superintendent or a Superintendent designee, administrators, and Association representatives.
- b. The selection of administrators and Association representatives and the exact number of the members of this committee shall be mutually agreed upon by the Superintendent and the Association.
- c. If possible, no more than one-third ( $\frac{1}{3}$ ) of the membership of this committee shall be changed within a school year.
- d. This committee shall meet at least every other month during the school year to review and discuss current school problems and practices, the administration of this Agreement, areas of curriculum

development, instructional techniques, and the study of child development.

- e. This committee shall be empowered to create subcommittees for the study of a particular problem or area when the Superintendent and the Association feel it is in the best interests of the school system to do so.
- f. The membership of any subcommittee established and the membership of the individual school liaison committees as described below shall be mutually agreed upon by the Superintendent and the Association.
- g. This committee shall establish procedural rules for itself and the individual school liaison committees within the limits of this Agreement.
- h. The minutes of the meetings of this committee shall be issued to each individual school committee and shall be available to the Board.

## **2. School Improvement Committee**

- a. Each individual school liaison committee shall meet with the individual school principal at least every other month during the school year.
- b. Areas for discussion by these committees shall include but not be limited to:
  - (1) Administration of this Agreement.
  - (2) Recommendations in the areas of curriculum development, instructional techniques, and the study of child development.
  - (3) Implementation of Board policies and recommendations for revision and development of building policies and practices.
- c. Each committee shall issue a copy of the minutes of each meeting to the Central Liaison Committee, and a copy shall be made available to the Board and the teachers within the individual school.

## **ARTICLE XII**

### **Employee Evaluation**

**A. Evaluation Report – The LBOE shall comply with the Teach NJ Act**

1. An employee shall be given a copy of any evaluation report prepared by their evaluators.
2. An employee's evaluation report shall be kept confidential as required by law.
3. **Employee Signature On Evaluation**
  - a. The employee shall sign and date the report. The employee's signature shall mean they have read the report and does not indicate agreement with the report.
  - b. Refusal to sign will be construed as insubordination and appropriate discipline will be taken.
4. **Employee Response To Evaluation.** An employee shall also have the right to submit a written response to the report and their response shall be reviewed and attached to the file copy.

**B. Evaluation Conference**

1. No such report shall be submitted to the Central Office, placed in employee's file, or otherwise acted upon without prior conference with the employee.
2. Refusal to attend a scheduled conference will be viewed as insubordination and appropriate discipline will be taken.

**C. Secretarial Evaluations.** Secretaries shall be evaluated by their immediate supervisor at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and their immediate supervisor for the purpose of identifying strengths, deficiencies and extending assistance for their correction.



## ARTICLE XIII

### Sick Days, Absences & Attendance Incentives

#### A. Sick Days

1. All employees employed on a ten (10) month basis shall be entitled to ten (10) days sick leave each school year. All twelve (12) month employees will be entitled to twelve (12) days sick leave, as of the first official day of said work year, whether or not they report for duty on that day.
2. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. **Proration.** Employees employed on a part-time basis or employed after the beginning of the school year shall have their sick leave prorated, one (1) day per month, full time equivalent.
4. **Accumulation Of Sick Days.** The accumulation of unused sick leave days shall be limited to consecutive and uninterrupted service.
  - a. An employee shall be considered as rendering consecutive service as long as they or the Board does not officially terminate their service.
  - b. A leave of absence does not constitute an interruption of service but during a leave of absence there will be no accumulation of sick leave. Intermittent absence during the year shall not be interpreted as an interruption of service.
  - c. An employee who leaves the system shall lose their accumulated unused sick leave days. If they return to the system they shall have no accumulated unused sick leave days the same as any new employee. The accumulated sick leave allowance is established to protect employees during illness while in service. When a teacher or any other employee resigns, their rights to such allowance are forfeited.
5. **Deductions For Staff Absences**
  - a. An employee who reports for duty and remains for four (4) hours and leaves thereafter as a result of the employee's illness, shall not be charged for absence.
  - b. If the employee leaves after working one (1) hour but less than four (4) hours, they will be charged with a half (½) day absence,

- c. If an employee leaves within the first hour of work, they will be charged with a full (1) day's absence.
    - d. Chronic absences and/or patterns without cause will be considered grounds for dismissal.
  - 6. **Physician Note For-Absences.** An absence of more than five (5) days duration must be certified by the personal physician. Salary will be allowed only upon the presentation of the doctor's certificate, clearly stating the dates of absence and the nature of the illness. This applies in cases of personal illness.
  - 7. **Statement Of Unused Sick Days.** A statement of unused sick days as of June 10<sup>th</sup> shall be given in writing to each employee by the following November 1<sup>st</sup>.
- B. **Annual Attendance Bonus.** Employees shall receive the following attendance bonus based upon their annual attendance record:
- 1. Annual Attendance Bonus rates:
    - a. 0 to 1 absences ..... \$200.00
    - b. 2 to 3 absences ..... \$150.00
    - c. 4 to 5 absences ..... \$100.00
  - 2. For the purposes of this provision, an absence shall be defined as the use of a sick day. Any use of a day authorized by the terms and provisions of this contract (e.g. personal day, professional day, etc.) shall not be considered an absence for the purpose of calculating the attendance bonus.
  - 3. In the event an employee is absent one and one-half (1 ½) or three and one-half (3 ½) days during the school year, the attendance bonus shall be prorated. The attendance bonus will be paid at the end of the school year. In order to receive the attendance bonus, employees entitled to same must complete and submit to the Office of the Business Administrator an attendance bonus form to be supplied by the Board.

- C. **Retirement Attendance Program.** Upon retirement, if the employee has completed ten (10) years in the district, the employee shall be reimbursed for unused sick leave at the current contractual rates based upon the following:

	2012 - 2015
<b>Custodians</b>	\$13,000.00
<b>Secretaries</b>	\$20,000.00
<b>Teachers</b>	\$24,000.00

1. These shall be with confirmation of retirement with the pension system.
2. In the event an employee who would otherwise be eligible for the sick leave reimbursement program passes away, their beneficiary as outlined by them as per the Teacher Pension and Annuity Fund/Public Employee Retirements System declaration shall receive any earned benefits to extent permitted by law.
3. The retiring employee can decide the number of years for which the attendance program funds are to be paid, but not to exceed a five (5) year payout.

## **ARTICLE XIV**

### **Sabbatical Leaves**

- A. **Purpose.** A sabbatical leave shall be granted to a teacher by the Board for study or for any other reason of value to the school system.
- B. A maximum of two (2) sabbatical leaves shall be granted during a school year. Sabbaticals shall be granted only on a full school year basis. Compensation shall be at the rate of fifty (50%) percent of the contractual salary the teacher would have received during the school year in which the sabbatical is taken. Payment will be made in twenty (20) equal installments. The Board shall pay one hundred (100%) percent of the teacher's health insurance program.
- C. **Conditions**
1. Request for sabbatical leaves must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Board and the Association, no later than January 1<sup>st</sup> and action must be taken no later than February 1<sup>st</sup> of the school year preceding the school year for which the sabbatical leave is requested.
  2. **Minimum Time To Qualify.** The teacher must have completed at least seven (7) full school years of service in the Lyndhurst School District.

3. **Upon Return To District.**

- a. The teacher shall be placed on the salary schedule at the level, which they would have achieved had they remained actively employed in the system during the period of their absence. Any teacher granted sabbatical leave must return to the Lyndhurst School System for at least one (1) year.
- b. The teacher shall demonstrate to the Superintendent of Schools the impact of the sabbatical relative to the duties and responsibilities of the teacher.

4. **Granting Of Sabbatical Leaves.** Applications for sabbatical leaves will be screened by the Superintendent who will make recommendations to the Board for the granting of the leaves. Final decision rests with the Board.

## **ARTICLE XV**

### **Temporary Leaves of Absence, Professional Personal Days**

**A. Absence Due To Other Causes**

1. **Death In The Family.**

- a. In case of death in the immediate family defined as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, or relative who resides in the home of the employee, an employee shall be allowed a number of days not to exceed five (5) without loss of salary. Where distances of five hundred (500) miles or more round trip are involved, the Board is authorized to allow a number of days additional, the total number not to exceed seven (7) without loss of salary.
- b. In case of the death of an employee's grandfather, grandmother, sister-in-law, or brother-in-law, an absence of two (2) days will be allowed without loss of salary.
- c. In case of the death of employee's uncle, aunt, niece, or nephew, an absence of one (1) day will be allowed without the loss of salary,
- d. In case of the death of other relatives, absence of one (1) day will be allowed without the loss of salary.
- e. In case of the death of an employee's close friend, an absence of one (1) day will be allowed without the loss of salary. However, this provision shall be limited to one such paid absence per school year.

2. **Court Subpoena.** Absences for court subpoena will also be allowed when the employee is not the petitioner or the plaintiff.
3. **Quarantine.** Absences for quarantine will be allowed.
4. **Personal Days.** Two (2) days absence for personal or business reasons shall be granted without deductions in pay, and shall not require permission of the Superintendent or Business Administrator.
  - a. Personal days shall not be used for job action, may not be used prior to or following a three-day vacation, at Easter, at Christmas, or other long holidays,
  - b. Notification of the taking of personal days shall be given three (3) days in advance and in writing.
  - c. **Accrue As Sick Leave.** Any unused personal days shall accrue as sick leave.
  - d. All requests for professional or personal days must be made in writing. Response to requests must also be made in writing.
5. **Professional Days.** Teachers' absence for professional business will be allowed with the consent of the Superintendent without deduction and limited to a maximum of two (2) days.
  - a. Professional business is defined as a workshop, convention, conference, or educational program related to the employee's field and approved by the Superintendent. An equitable division of days shall be granted to schools and departments.
  - b. A list shall be maintained so that no one person or one group shall receive an unfair share. A sum of eight thousand (\$8,000.00) dollars shall be set aside to pay the reasonable expenses in connection with the above. The Board shall not subtract from this sum the money used to pay substitutes for teachers absent for professional days.
  - c. The Board of Education shall furnish a monthly statement from the Professional Development Committee to the Association indicating employees requesting professional days, employees granted professional days, employees denied professional days, and explanation for denial.
6. **Salary Deductions.** Full salary will be deducted for any leave in excess of those allowed by the rules. In the event of absence for illness, a day's salary is defined as meaning one two-hundredths (1/200) of the annual

salary for ten (10) month employees and one two-hundred fortieth (1/240) of the annual salary for twelve (12) month employees.

7. **Secretarial & Custodial Release Time For Association Meetings.** One (1) secretarial and one (1) custodial representative shall be granted release time of no more than thirty (30) minutes to attend Association meetings on no more than one (1) occasion per month. *In no case shall a custodian leave a building unattended or a secretary leave a building with no other secretary or principal present.*

## **ARTICLE XVI**

### **Extended Leaves Of Absence**

- A. **Extended Leaves Of Absence.** Extended leaves of absence without pay may be granted by the Board upon request for good reasons, including but not limited to:
  1. A teacher serving as an exchange teacher or overseas teacher (accepting a Fulbright Scholarship).
  2. Employees serving in the Armed Forces of the United States.
  3. Employees serving in the Emergency Reserve or State National Guard duty.
  4. **Adoption.** Any employee adopting an infant shall receive the same leave as stated in Article XVI, Section A, #5, a & b, if the employee so elects, which shall commence upon an employee receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
  5. **Child Rearing.** Rules for child rearing:
    - a. Any tenured employee who becomes aware of her pregnancy may apply immediately for a child rearing leave of absence without pay. A necessary part of such application shall be a physician's written certification of pregnancy.
    - b. This leave of absence shall extend from date of approval for a period consisting of the balance of the then school year and the entire succeeding school year. The expiration of this leave of absence shall coincide with the beginning of the school year, which is hereby set as September 1<sup>st</sup>.

6. **Illness In Family.** A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family, defined as father, mother, husband, wife, child, sister, brother or relative who resides in the home of the employee. Additional leave may be granted at the discretion of the Board.
  7. **Professional Offices.** The Board shall grant a leave of absence, without pay, for up to two (2) years to serve in a professional education office.
- B. **Extensions & Renewals.** Requests for extensions or renewals of leaves must be made in writing by February 1<sup>st</sup>. Replies by the Board will be made in writing through the Superintendent by March 1<sup>st</sup>.
- C. **Upon Return From Leave.** All benefits to which an employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

## **ARTICLE XVII**

### **Salaries**

- A. **Settlement**
1. Custodian salary guides shall be increased at the rate of **2.5% for each of the 2012-2015 school years** (Schedule A).
  2. Secretarial salary guides shall be increased at the rate of: **2.5% for each of the school years 2012-2015** (Schedule B).
  3. Teacher salary guides shall be increased at the rate of **2.5% for each of the school years 2012-2015**.

B. **Longevity Pay.** Employees shall receive longevity pay for years of service in Lyndhurst according to the following rates:

1. **Custodians**

		2012-2013	2013-2014	2014-2015
a.	At fifteen (15) years	\$1,000	\$1,150	\$1,300
b.	At twenty (20) years	\$1,100	\$1,250	\$1,400
c.	At twenty-five (25) years	\$1,200	\$1,350	\$1,500

2. **Secretaries**

		2012-2013	2013-2014	2014-2015
a.	At fifteen (15) years	\$1,550	\$1,700	\$1,850
b.	At twenty (20) years	\$1,800	\$1,950	\$2,100
c.	At twenty-five (25) years	\$2,050	\$2,200	\$2,350

3. **Teachers**

		2012-2013	2013-2014	2014-2015
a.	At twenty (20) years	\$2,050	\$2,300	\$2,550
b.	At twenty-five (25) years	\$2,450	\$2,700	\$2,950
c.	At thirty (30) years	\$2,750	\$3,000	\$3,250
d.	At thirty-five (35) years	\$2,950	\$3,200	\$3,450

Any employee who reaches eligibility for the above longevity prior to February 1<sup>st</sup> shall be granted that longevity starting on February 1<sup>st</sup>.

C. **Salary Guides**

1. The salaries of all employees covered by this Agreement are set forth on the salary guides in the Schedules, which are attached hereto and made a part hereof. Once placement is agreed upon, no credit can be claimed for previous training or experience.
2. Salary guides for each year of the Agreement for all categories of employees shall be attached and made part of this Agreement.
  - a. There shall be one (1) salary guide for all twelve (12) month secretaries with the exception of the high school principal's secretary who shall be placed on a separate salary guide.



- b. **Extracurricular Stipends.** Teachers' compensation for extracurricular services, not to be included in contractual salary, is set forth in Schedules "D" and "E" attached hereto and made a part hereof.

3. **Teacher Salary Guide Adjustments.**

- a. Salary guide adjustments on teachers' schedules "C" shall be made as of September 1<sup>st</sup> and February 1<sup>st</sup> for teachers eligible by these dates.
  - b. In order to receive the September 1<sup>st</sup> adjustment, anyone who anticipates achieving the necessary credits must notify the Superintendent on or before June 1<sup>st</sup> of the prior school year.
  - c. In order to receive the February 1<sup>st</sup> adjustment, anyone who anticipates achieving the necessary credits must notify the Superintendent on or before November 1<sup>st</sup> of the prior calendar year.
  - d. Credits earned prior to receiving a Master's Degree can be used for movement beyond the Master's Degree providing, however, that any said credits were not used to obtain the Master's Degree. Notice of guide movement must be made by December 1<sup>st</sup> for July 1<sup>st</sup> implementation.
  - e. A Masters Degree Program shall be understood to mean a completed Masters Program from an accredited college. Any graduate credits in excess of 32 or in excess of the required credits by the conferring institution shall be identified by the teacher for additional movement on the Master Plus Column.
  - f. All credits/courses to be used for teachers salary guide must be approved by superintendent of schools by June 15<sup>th</sup> of each previous school year.
4. **In-Service Credits.** Except for the restriction on in-service credit set forth in Article IX, Section B, #2 (Instructional Council), there is no limit to the number of in-service credits which maybe accumulated and applied towards a pay raise.

D. **Miscellaneous Salary Information**

- 1. **Credit Union.** Employees may individually elect to have a percentage of their monthly salaries deducted from their pay, and forwarded to:

North Jersey Federal Credit Union  
711 Union Boulevard  
Totowa, NJ 07512

Greater Alliance Federal Credit Union  
40 W. Century Road  
Paramus, NJ 07652

2. **Final Check.** Teachers shall receive their final checks on the last working day in June provided all work is completed and checked off by the Principal's office.
3. **Pay Days.** When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day. All reasonable efforts shall be made to deliver paychecks on pay days before 12 o'clock (12:00 PM) noon.
4. **Salary Payment Schedule Option.** All employees shall be given the option to have pay periods over twenty (20) equal or twenty-four (24) equal yearly payments. Every attempt will be made to those requesting twenty-four (24) equal payments for checks to arrive on the 15<sup>th</sup> and 30<sup>th</sup> of each summer (July & August) month.

## ARTICLE XVIII

### Medical, Hospitalization & Other Insurance Protection

- A. **Health Benefit Plan.** Existing Lyndhurst Education Association members as of July 1, 2013 shall be entitled to the current PPO health, dental and optical benefit plan, as it currently exists to all tenured members.
1. A summary of the current plan is attached hereto as Schedule "G".
  2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance coverage for the full twelve (12) month period. Termination of employment terminates the Board's responsibility for payment of insurance premiums.
  3. Employees employed after the September deadline shall be enrolled in the plan at the first available date.
  4. Eligibility for enrollment shall be in accordance with the rules of the State of New Jersey, Division of Pensions, Public and School Employee's Health Benefits Program.

**B. Dental Insurance Program**

The Board shall pay the applicable premium for this dental insurance program for full family coverage. This coverage will provide a maximum yearly benefit of \$1,500 for each family member covered by the plan. The Board may look to engage an alternative Dental Insurance Carriers besides Delta Dental as long as the same coverage benefits are provided as the existing Delta Dental Plan. It is understood that the existing available dental pool with geographic coverage area must remain the same or better than the current coverage.

**C. Family Prescription Insurance Program**

Pre-September 1, 2010 hires shall maintain the \$6.00 co-pay for brand name prescriptions and \$3.00 co-pay for generic prescriptions.

**D. Optical Plan**

1. The Board shall pay full premiums for this Optical Plan for full family coverage.
2. This coverage shall be provided as indicated below:
  - a. Examinations every 12 months.
  - b. Lenses changed every 12 months
  - c. Frames changed every 24 months
  - d. \$10.00 Co-pay for Exams
  - e. \$25.00 Co-pay for Materials

<b>BENEFITS</b>	<b>MEMBER DOCTOR</b>	<b>NON-MEMBER DOCTOR</b>
Examination	100%	up to \$45
Single Focus	100%	up to \$45
Bifocal	100%	up to \$65
Trifocal	100%	up to \$85
Lenticular	100%	up to \$
Frame	100%	up to \$47
Contact Lenses (Necessary)	100%	up to \$210
Contact Lenses (Elective)	100%	up to \$105

- E.** This agreement shall be governed by the Laws of the State of New Jersey and nothing herein shall supersede the rights of the Association member under the Family Leave Act; Domestic Partner Laws; or any other New Jersey Law.

- F. The parties agree to an "option out" program where Association members may, "option out" of the various health coverage program(s) in consideration for a monetary payment to Association member in lieu of receiving said health coverage. The "option out" program shall be without prejudice and any Association member opting out may re-enter the vacated health coverage program as soon as possible if the Association member personal needs change. Payments for "option out" program will be paid to association members in their by-monthly paychecks.

	<u>13-14</u>	<u>14-15</u>
Single	\$ 4,000.00	\$ 5,000.00
Husband/Wife	\$ 8,000.00	\$10,000.00
Parent/Child	\$ 8,000.00	\$10,000.00
Family	\$12,500.00	\$13,500.00

## **ARTICLE XIX**

### **Miscellaneous Provisions**

#### **A. Deduction From Salary**

The Board agrees to deduct from the salaries of its employees dues for the Lyndhurst Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association, where applicable. Such deduction shall be made in compliance with the rules & regulations established by the State Department of Education State of New Jersey. Said monies, together with the records of any corrections, shall be transmitted to the entity designated by the Association in writing to the Board by on or about the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. Deductions shall be made only for those employees having executed and filed with the Business Administrator, a written authorization form.

#### **B. Miscellaneous Provisions**

1. This contract constitutes Board and Association Agreement for the items contained herein for the term of said Agreement, and the Board and the Association membership shall carry out the commitments contained herein and give them full force and effect.
2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then

such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

3. Kindergarten thru 8<sup>th</sup> Grade Teachers shall be provided five (5) preparation periods per week. The Administration shall use best efforts to provide one preparation period per work day.
4. The previously employed Board of Education custodians who were subsequently hired by TMC and then thereafter some three years later rehired by the Lyndhurst Board of Education shall be provided "longevity" credit for those three (3) years of privatization.
5. The SEMI Coordinator shall be paid as follows:

5% as against \$25,000 obtained through "Low Income Identification - - State Aid Application" funds.

3% as against all additional funds over \$25,000, but not to exceed \$5,000 total for all funds whatsoever collected.

#### C. **Representation Fee**

1. **Amount Of Fee.** Prior to the beginning of each membership year, the Association will notify, the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.
2. **Deduction & Transmission Of Fee.** The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Article XIX, Section C, #1, and promptly will transmit the amount so deducted to the Association. Employees employed after September 1<sup>st</sup> or a time contract shall have their fee prorated. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins their employment in a bargaining unit position, upon proper notification by the Association.
3. **Termination Of Employment.** If an employee who is required to pay a representation fee terminates their employment with the Board before the Association has received the full pro-rated amount of the representation fee to which it is entitled under this article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee

during the membership year in question and promptly forward same to the Association, unless the person leaving does not have sufficient earnings in the last paycheck. In no case will the Board be liable for these deductions for terminated members.

4. Any certificated staff member may have their children attend the Lyndhurst School District at cost of 25% of annual tuition.

5. **Mechanics**

Except as otherwise provided in this article the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. **Indemnification & Save Harmless Provision**

- a. The Association agrees to indemnify, defend and hold the Board harmless against any liability, which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provide that:
  - (1) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
  - (2) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. In such case, the Association shall indemnify and hold harmless the Board and its agents.
- b. Any individual contract between the Board, an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- c. Ten (10) signed copies of this Agreement shall be reproduced by the Board within sixty (60) days after the Agreement is signed and shall be presented to the Association.
- d. This Agreement may not be modified or amended except by the mutual agreement of the parties reduced to writing, signed and adopted by the Board,

- e. **Limitation Of Agreement.** The parties further agree that if any provision contained herein is finally declared to be non-negotiable, in any proceeding whatsoever, by either PERC, a court of competent Jurisdiction, any State Administrative Agency or any Act of the New Jersey Legislature that provision shall be stricken from this Agreement. However, the striking of one or more provisions pursuant to this paragraph shall not impair the validity of any other provision in this Agreement.

## **ARTICLE XX Management Rights**

The parties agree that nothing in this Agreement shall be interpreted to limit the powers of the Board to continue to make, amend, and repeal rules for its own government and management of the public schools and the public school property of the district and for the employment, regulation of conduct, and discharge of its employees except as may be limited by the provisions of this Agreement. The Superintendent's rights to discipline employees and properly run the day to day operations of the School District are respected and not limited by this Agreement.

## **ARTICLE XXI Duration Of Agreement**

The term of this Agreement shall be from July 1, 2012 through June 30, 2015.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Vice-President and attested by its Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**Lyndhurst Education Association**

By: \_\_\_\_\_  
Lesley DeCarlo  
President, Lyndhurst Education Association

By: \_\_\_\_\_  
Jennifer Scardino  
Vice-President, Lyndhurst Education Association

By: \_\_\_\_\_  
Rosemary Villa  
Secretary, Lyndhurst Education Association

**Lyndhurst Board of Education**

By: \_\_\_\_\_  
Ronald Grillo  
President, Lyndhurst Board of Education

By: \_\_\_\_\_  
James Cunniff  
Vice-President, Lyndhurst Board of Education

By: \_\_\_\_\_  
David DiPisa  
School Business Administrator/Board Secretary

Approved as to form:  
Wells, Jaworski & Liebman, LLP

\_\_\_\_\_  
Kenneth Porro, Esq.  
Attorney for Board

Effective Dates:  
July 1, 2013 to June 30, 2015

Negotiation Effective Date:  
June 10, 2013